

Type: CRP
Recorded: 1/30/2020 4:30:30 PM
Fee Amt: \$26.00 Page 1 of 3
WAYNE COUNTY, NC
JUDY HARRISON REGISTER OF DEEDS

BK 3495 PG 696 - 698

Prepared by/Mail by: Hewett Law Group, P.A., PO Box 369, Selma, NC 27576

**NORTH CAROLINA
WAYNE COUNTY**

**ANNEXATION OF ADDITIONAL LAND AND AMENDMENT TO
RESTRICTIVE COVENANTS SHEPHERDS FIELD SUBDIVISION**

This Declaration is made by SAS LAND DEVELOPMENT, LLC, a North Carolina Limited Liability Company (hereinafter referred to as the "Declarant"), and any and all persons, firms, or corporations hereinafter acquiring any of the within described property and any of the property hereinafter made subject to these Restrictive Covenants of Shepherds Field Subdivision (hereinafter referred to as "Restrictions").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wayne County, North Carolina known as Shepherds Field Subdivision as set forth in **Deed Book 3490, Page 853 and Deed Book 3490, Page 857**, Wayne County Registry; and

WHEREAS, Declarant, or its predecessor in title, heretofore created certain Restrictive Covenants for Shepherds Field Subdivision, Section Two, as recorded in **Deed Book 2572, Pages 870-875, and Deed Book 2866, pages 306-310** and/or as amended and supplemented from time to time as noted and recorded in the Wayne County Registry; and

WHEREAS, Gardner's Place lots are so situated as to comprise a neighborhood unit, and it is the intent and purpose of the Declarant to convey the aforesaid lots to persons who will erect thereon residences to be used for family purposes, subject to the provisions hereinafter set forth; and

WHEREAS, Declarant now desires to annex additional land into the Shepherds Field Subdivision and amend the Restrictions as herein after set forth.

NOW, THEREFORE, in accordance with the recitals which by this reference are made a substantive part hereof, Declarant declares that all of the property described herein on above said recorded plats (and all future plats(s) that may be made a part hereof in the manner set forth below) is made subject to these Restrictions and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the

submitted electronically by "Hewett Law Group, PA" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wayne County Register of Deeds.

NOW, THEREFORE, for and in consideration of the acts and things herein agreed to be done, and other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant does hereby annex additional property into the Shepherds Field Subdivision and amends the Restrictions as follows:

1. The additional land annexed into the Subdivision is fully described in **Deed Book 3490, Pages 853-856**, Wayne County Registry and is fully incorporated herein by reference. The annexed property is made subject to those certain Restrictive Covenants for Shepherds Field Subdivision, Section Two, as recorded in **Deed Book 2572, Pages 870-875**, and **Deed Book 2866, pages 306-310** and/or as amended and supplemented from time to time as noted and recorded in the Wayne County Registry.
2. The existing Restrictive Covenants are hereby amended as follows:
 - A. DWELLING QUALITY AND SIZE. Paragraph 2 is amended to read as follows: The minimum space requirements for any residence to be constructed on each lot, exclusive of garages, carports, porches, attics and basements shall be no less than **1300** square feet of heated living space and no lot shall be used for any purpose other than for a single-family residence. All homes shall be stick built and no manufactured or modular homes are allowed.
 - B. AMENDMENT. While Declarant owns any lot within the subdivision, or such shorter period as allowed by law, Declarant shall have the absolute right to amend these covenants, which amendment or amendments shall be binding upon all property owners within the subdivision. Thereafter, these covenants may be amended by an instrument signed by not less than seventy-five percent (75%) of the lot owners.
 - C. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded with the Wayne County Register of Deeds Office, after which time said covenants shall be automatically extended of successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, in whole or in part.
 - D. ENFORCEMENT. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, and the aggrieved party may request restraint of the violation or damages resulting from said violation. The Court may award attorney's fees, plus any costs, to the prevailing party in any subsequent civil action. Any action filed to enforce these covenants shall be filed in the District or Superior Court of Wayne County, North Carolina. Declarant shall not be required to enforce the covenants after 55% of the lots have sold.

In witness whereof, Declarant has hereunto set its hand and seal, as of the day and year first above written.

DECLARANT:

SAS LAND DEVELOPMENT, LLC
A North Carolina Limited Liability Company

By: Shelton Adam Stuckey
Shelton Adam Stuckey, Member/Manager

STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

I, the undersigned Notary Public of the County of ^{Wake} ~~Johnston~~ and State aforesaid, certify that **SHELTON ADAM STUCKEY** personally came before me this day and acknowledged that he is the Member/Manager of **SAS LAND DEVELOPMENT, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 30 day of January, 2020.

Cristen H. Scarborough

Cristen H. Scarborough, Notary Public
(Printed Notary Name)

My Commission Expires: 03.26.2021

